
A P P E N D I X A

Annexation Agreement

*Town of Purcellville/County of Loudoun
Annexation Agreement*

THIS AGREEMENT made and entered into this 16th day of November, 1994, by and between the Board of Supervisors of Loudoun County, Virginia (hereinafter "County") and the Town Council of the Town of Purcellville, Virginia (hereinafter ("Town").

WITNESSETH

WHEREAS, the County adopted a Comprehensive Plan for Growth in Loudoun County which designated an Urban Growth Area around the Town of Purcellville and encouraged the development of an Annexation Agreement between the Town and County for the annexation into the Town of the Urban Growth Area; and

WHEREAS, the Town and County entered into a joint resolution, in December, 1991, whereby they both committed to seek a Comprehensive Annexation Agreement to address the entire Urban Growth Area; and

WHEREAS, the Town and County wish to enter into an Agreement defining annexation rights pursuant to Section 15.1-1058.1 of the Code of Virginia, 1950 as amended; and

WHEREAS, it is the desire of the Town and County to allow the Town to annex as much of the Urban Growth Area, shown on Attachment A and identified in the County's Choices and Changes General Plan adopted on September 17, 1991 when it desires, by ordinance; and

WHEREAS, the Town has indicated its willingness to relinquish its right to seek independent city status; and

WHEREAS, the Town and County have negotiated an Agreement regarding annexation which will be in the best interests of all the citizens of the County, including the citizens of the Town and the annexation area; and

WHEREAS, the Virginia Commission on Local Government has reviewed this Agreement and found it to be consistent with statutory standards and reported favorably on the Agreement; and

WHEREAS, in response to recommendations made by the Virginia Commission on Local Government to amend the Agreement, the Town and County have revised the Agreement to include all such recommendations; and

WHEREAS, Section 15.1-1058.3 of the Code of Virginia requires

final adoption of the Agreement by both the Town and County following the recommendation of the Commission on Local Government.

NOW, THEREFORE, the Town and County, in consideration of the mutual covenants and agreements contained herein, agree to perform the following acts and to be bound by the following statements and principals in settlement of all annexation issues.

I. Section 15.1-1058.1. AGREEMENT DEFINING ANNEXATION RIGHTS.

A. The Town hereby permanently relinquishes its right to seek city status effective as of the effective date of this Agreement.

B. The Town hereby acquires the right to annex by ordinance (following public hearing as required by Section 15.1-504 of the Code of Virginia, 1950 as amended), those areas designated in this Agreement as the Urban Growth Area (UGA) as set forth in Exhibit A subject to the policies hereafter provided and effective as of the effective date of this Agreement. All resolutions adopting an ordinance of annexation shall include, but not be limited to:

1. A metes and bounds description of the property to be annexed.
2. A map showing all parcels included in the Annexation.
3. Provisions regarding the extension of utilities and other public improvements to the annexed area.

C. Upon annexation of any property, the Town shall extend to such annexed property the same public safety and other government services as are available in the rest of Town.

D. Any annexation shall be effective either on December 31 or June 30 following the adoption of an ordinance of annexation.

II. POLICIES.

A. Urban Growth Area.

1. The Town's right to annex by ordinance shall be limited to those areas within the UGA.
2. The UGA shall be that area shown in Attachment A and as further described in Attachment B.

-
3. The Town may annex any or all of the UGA as the Town deems appropriate following the effective date of this Agreement.

B. Annexations/Limitations

1. The Town may annex by ordinance, as soon after the effective date of this Agreement as is practicable, the portion of the UGA known as Autumn Hill and as further shown on Attachment C and as described in the metes and bounds description contained in Attachment D. The annexation of this portion of the UGA is subject to the policies contained in Section III of this Agreement.
2. Except to adjust the County/Town boundary line by means of a boundary line adjustment, pursuant to Section 15.1-1031.1, et seq. of the Code of Virginia, 1950 as amended, as may be mutually agreed and/or to annex Autumn Hill by ordinance as provided above, no other portion of the UGA shall be annexed by the Town until either a Joint Comprehensive Plan for the UGA has been adopted by the Town and County or eighteen months, or, if there is agreement on a longer period of time for completion of the Joint Comprehensive Plan pursuant to Section 11.C.2., then such longer period of time, has elapsed from the execution of this Agreement, whichever is first in time.
 - a. Once a Joint Comprehensive Plan is adopted, development within the UGA shall be in conformance with the Plan.
 - b. If rezoning is sought by a landowner within the UGA prior to adoption of a Joint Comprehensive Plan, it shall be in conformance with the County's Choices and Changes General Plan adopted on September 17, 1991, until a Joint Comprehensive Plan is adopted.
3. No portion of the UGA shall be annexed by the Town unless such portion of the UGA is contiguous to a then-existing corporate boundary of the Town.
4. For a period of fifty years from the effective date of this Agreement, no area outside of the UGA shall be incorporated

into the Town except by means of a future annexation agreement or boundary line adjustment agreement meeting the approval of both jurisdictions. This provision shall specifically apply to any landowner petitions filed pursuant to Section 15.1-1034, et seq. of the Code of Virginia, 1950 as amended.

5. This Agreement may be modified at any time by the mutual consent of the Town and County.

C. Joint Comprehensive Plan for the UGA.

1. Upon execution of this Agreement by both the Town and County, the Town shall appoint six landowners or residents of the Town of Purcellville and the County shall appoint five landowners or residents of the County (no less than four from rural Loudoun County, west of Rt. 15) to a Joint Comprehensive Plan Committee to begin development of a Joint Comprehensive Plan for the UGA. In addition, two members of the Town of Purcellville Planning Commission and two members of the Loudoun County Planning Commission shall serve on this Committee. The members of the Committee shall choose a Chairman and a Vice Chairman from their number.
2. Process for Joint Comprehensive Plan.
 - a. The Joint Comprehensive Plan Committee shall recommend a Joint Comprehensive Plan for the UGA to the Planning Commission of the two jurisdictions within six months of their appointment unless such time is extended by agreement of the governing bodies of the two jurisdictions.
 - b. Once the Joint Comprehensive Plan for the UGA is recommended by the Joint Comprehensive Plan Committee, the Planning Commission for each jurisdiction shall hold public hearings, review the Joint Comprehensive Plan and make its recommendation to their respective governing body as provided in Section 15.1-446.1 et seq. of the Code of Virginia, 1950 as amended. The governing body of each jurisdiction shall

also hold public hearings, review and adopt the Joint Comprehensive Plan for the UGA as provided under the Code of Virginia.

- c. The Town and County shall complete and adopt the Joint Comprehensive Plan for the UGA within eighteen months of execution of this Agreement unless extended by agreement of the Town and County.

- 3. The Joint Comprehensive Plan shall include, but not be limited to, provisions to address:

- a. Proffer guidelines and allocations;
- b. Transportation network;
- c. Schools and other public facilities;
- d. Land uses;
- e. Density;
- f. Environmental policies;
- g. Phasing;
- h. Establishing Joint UGA Policies Review Committee as follows:

- (1.) A Joint UGA Policies Review Committee, consisting of one member of the Town Council, one member of the Town Planning Commission, one member of the County Board of Supervisors, and one member of the County Planning Commission, shall be established as of the adoption date of the Joint Comprehensive Plan for the UGA.
- (2.) The policies set forth in this Joint Comprehensive Plan shall be reviewed every five years by the Joint UGA Policies Review Committee and updated and/or modified whenever deemed appropriate.
- (3.) The Joint UGA Policies Review Committee shall also serve as a forum for the two jurisdictions to discuss issues relating to the UGA.

-
4. In the case of a dispute between the Town and County as to the interpretation of the Plan, the Plan shall be submitted to the Joint Urban Growth Area Policies Review Committee for resolution. If this body cannot resolve the dispute, then the Town and County shall submit the dispute to an impartial third party arbiter to be chosen by mutual agreement of the Town and County.

D. Town Commitments to be Completed Prior to Effective Date of Agreement.

1. The Town shall adopt the County's PDH-30 zoning regulations and shall administer the Autumn Hill project (as defined above), if and when the Town annexes it, under the terms of those regulations.
2. The Town shall adopt a Facilities Standards Manual compatible with the County's FSM for design and construction standards of public facilities at a cost of not more than \$1,000.
3. The Town shall adopt a Capital Improvements Program which must include a plan for provision of water and sewer services to the UGA at a cost of not more than \$5,000.
4. The Town shall establish its method for financing the expansion of the Town's water and sewer systems.
5. The Town shall adopt an ordinance limiting extraterritorial subdivision jurisdiction to the area described in Attachment E.
6. If the Town fails to accomplish items II.D.1. through II.D.5. listed above, then the effective date of this Agreement shall be delayed by six month intervals until such time as these items are completed.

E. Other Town Commitments.

1. The Town shall adopt other zoning districts to accommodate densities recommended in the Joint Comprehensive Plan.

-
2. The Town shall establish new land development application fees which shall include any costs reasonably incurred by the County as a result of any referral/review service the County is to perform in connection with any such land development applications on behalf of the Town. Such fee shall be reviewed as needed.

F. County Commitments.

1. The County shall, in cooperation with the Town, allow its land development review agencies to serve in the same capacity for the Town as they serve the County provided an appropriate fee is collected by the Town and paid to the County as provided in Section II.E.2. above. The Town shall be free, at any time, to hire personnel to perform these functions and cease this relationship, or to hire personnel to perform some of these functions. Once the Town hires such personnel, they shall notify the County that these functions shall be performed by the Town and the fee structure shall be reduced as appropriate. If the Town performs all review functions, then the payment of the fee to the County shall cease.

If after assuming responsibility for any or all review functions, the Town wishes to resume using the County's land development review agencies for such purpose, then the Town shall so notify the County and the County shall allow its land development review agencies to again serve in that capacity for the Town provided an appropriate fee is collected by the Town and paid to the County as provided in Section II.E.2.

2. The County shall permit the Town to have extraterritorial subdivision jurisdiction within the area described in Attachment E.

G. Land Development Process Within the UGA.

1. The Town and County hereby agree that the Town should exercise authority to approve rezoning requests within the UGA. It is recognized by the Town and County that the Town can only exercise such authority if the Town has annexed property prior to rezoning it. In order to effectuate this policy, the Town and County

hereby establish the following rules pertaining to review of rezoning and other land development actions within the Urban Growth Area. For purposes of this section, the term “rezoning” shall not apply to special exception applications permissible under the County’s current zoning ordinance.

- a. Property owners within the UGA seeking site plan approval for their property prior to the Town annexing their property shall file their applications with the County to be reviewed under the County Zoning and Land Subdivision and Development Ordinances. Once property is annexed by the Town, all such applications must be filed with the Town and reviewed under Town ordinances.
- b. Property owners within the UGA seeking subdivision approval for their property prior to the Town annexing their property shall file their applications with the Town to be reviewed under the Town Subdivision Ordinance. The Town shall refer any such application to the County for a determination regarding compliance with the County Zoning Ordinance. Once property is annexed by the Town, all such applications must be filed with the Town and reviewed under Town Zoning and Subdivision Ordinances.
- c. Property owners within the UGA seeking a special exception for their property prior to the Town annexing their property shall file their applications with the County and be reviewed under the County Zoning Ordinance. The County shall submit such applications to the Town for referral comments. Once property is annexed by the Town, all such applications must be filed with the Town and be reviewed under the Town’s Zoning Ordinance. The Town shall administer and enforce special exception conditions imposed by the County on any land within the UGA which is subsequently annexed by the Town.
- d. Property owners within the UGA seeking to

rezone their property prior to the Town annexing their property may either:

- (1.) File a rezoning application for review by the Town provided they concurrently request the Town to annex their property; or
 - (2.) File such application with the County.
2. Town shall review submissions made pursuant to II.G.1.d.(1) above for conformance with the policies contained in this Agreement, and with the governing Comprehensive Plan, and shall act within one year of the date of submission, unless such time has been extended by the consent of the property owner. The Town shall not accept any such submissions for review until either the Joint Comprehensive Plan has been adopted by the Town and County or until eighteen months, or, if there is agreement on a longer period of time for completion of the Joint Comprehensive Plan pursuant to Section II.C.2., then such longer period of time, have elapsed from the execution of this Agreement, whichever is first in time. The Town shall submit any such rezoning request to the County for referral comments.
3. Any requests for rezoning of property within the UGA made to the County prior to the Town annexing such property shall require conformance with the policies contained in this Agreement, conformance with the governing Comprehensive Plan, and a commitment from the Town to provide the property with public sewer and water. In the event no commitment has been received from the Town, conformance with the Comprehensive Plan will still be required. The County shall submit any such rezoning request to the Town for referral comments.
4. Upon annexation of any property into the Town, the property will be classified as per Article 2, Section 7 of the Zoning Ordinance of the Town of Purcellville. The Town shall consider rezoning such property pursuant to a request by the property's owner. The Town shall be under no obligation to approve any landowner rezoning requests

III. PROFFERED REZONINGS EXISTING AS OF THE DATE OF EXECUTION OF THIS AGREEMENT.

A. General.

1. The Town shall administer proffers associated with any property rezoned by the County prior to execution of this Agreement, specifically including Autumn Hill as defined in Section II.B.1., which is annexed into the Town, including the collection of any proffered contributions.
2. In recognition of the provisions of Section 15.1-491(a), (a1) and (a2) of the Code of Virginia, the Town shall not impose any new zoning regulations which eliminate or materially restrict, reduce or modify the uses, the floor area ratio or the density of uses permitted by the property's zoning under the County Zoning Ordinance.

B. Distribution of Proffers.

1. Transportation.

- a. The Town shall convey any funds collected for transportation improvements to the County to be held in an interest-bearing account. The County shall expend the funds as specified in the proffers. If the Town assumes responsibility for road construction and maintenance within the Town, then allocation of such funds shall be prorated between the Town and County.
- b. The Town shall update the County regarding the progress of development for purposes of enabling the County to make necessary determinations regarding expenditures of funds as may be contemplated by the proffers.

2. Capital Facilities.

- a. The Town shall collect all funds due for capital facilities contributions and convey to the County 80% of such funds. The Town shall retain 20% of such funds for capital facilities expenditures for public safety, and other general government purposes.


-
- b. Capital facilities funds shall not include any funds earmarked specifically for fire and rescue services or funds which are to be provided specifically to offset the cost of constructing the new Town Hall in Purcellville (Purcellville Municipal Government Center). Any funds for fire and rescue services shall be distributed to the servicing fire and rescue companies (Purcellville Volunteer Fire Company and Purcellville Volunteer Rescue Company) and any money earmarked to offset the cost of construction of the new Purcellville Town Hall shall be retained by the Town for that purpose.
 3. Town and County agree to jointly participate in any lawsuits necessary to enforce proffers existing as of the date of execution of this Agreement on properties located in the Urban Growth Area which are annexed by the Town. Costs for such enforcement proceedings shall be split between the two jurisdictions so that the County shall bear 80% of the cost and the Town shall bear 20% of the cost.


IV. COSTS OF ANNEXATION

All personnel costs, with the exception of those costs related to the preparation of the survey of the Urban Growth Area, shall be borne by the respective jurisdictions. It is contemplated that County personnel shall prepare the survey of the Urban Growth Area, and the Town agrees that it will share the costs of the survey equally with the County provided that its share of such costs shall be limited to \$7,500. The Town further agrees that it shall be solely responsible for all costs associated with fulfilling its commitments under Sections II.D. and II.E. hereof. All other costs, including, but not limited to the costs of filing petitions, shall be shared equally.

V. EFFECTIVE DATE

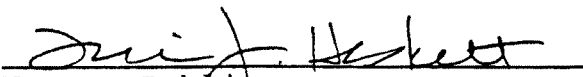
Unless otherwise provided herein, the effective date of this Agreement shall be 12:01 a.m., January 1, 1994.


JOHN D. MARSH, Mayor
Town of Purcellville


GEORGE L. BARTON, IV, Chairman
Board of Supervisors
Loudoun County

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:


The foregoing instrument was acknowledged before me this 19th
day of December, 1994, by John D. Marsh, Mayor, Town of Purcellville.


Notary Public

My Commission Expires: 11/30/97

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this 7th day
of December, 1994, by George L. Barton, IV, Chairman, Board of Supervisors
of Loudoun County.


Notary Public

My Commission Expires: 10/31/95

**Limits of Subdivision Jurisdiction Amendment
to the
Joint Annexation Agreement
June 20, 1994**

The description that follows is separated into two parts, A and B, and designates those areas adjacent to and west of the Town of Purcellville that is not presently included in the Urban Growth Area but is within the present subdivision jurisdictional limits of the Town. Three descriptions follow, one for the area north of Route 7 (Area A), one for the area south of Route 7 (Area B) and one for the entire area:

Area A

Beginning at Point #4 on the line of the Urban Growth Area Limits, thence southwesterly to Point #4A at the point on Route 716 being common with Tax Map 35 Parcel 24 and Parcel 56E, thence along Route 716 to Point #4B at the intersection with State Route 7, thence easterly along State Route 7 to Point #8 at the Purcellville Town Limits, State Route 7 and the Urban Growth Area Limits as approved September, 1993.

Area B

Beginning at Point #8 located on State Route 7, the Purcellville Town Limits and the Urban Growth Limits as approved September, 1993, proceed in a westerly direction along State Route 7 to Point #4C, a point at the northwesterly corner of Tax Map 35 Parcel 85A and State Route 7, thence south along the westerly property line of Tax Map 35 Parcel 85A to Point #4D, the southwest corner of Tax Map 35 Parcel 85A, thence along the rear property line of Tax Map 35 Parcels 85A and 85B to point #4E, a point in common with Tax Map 35 Parcels 85B and Tax Map 35 ((6)) Lot 1B, thence along the rear property lines of Tax Map 35 ((6)) Lots 1B, 1A and 2 to Point #4F, a point in common with Tax Map 35 ((6)) Lot 2 and State Route 782, thence southwest and south along State Route 782 to Point #4G, the southwest corner of Farmington on the Green Subdivision and State Route 782, thence easterly along the southern boundary of Farmington on the Green Subdivision to Point #4H, a point in common with Tax Map 44 Parcel 1 (acreage and Tax Map 35 Parcel D (Farmington on the Green), thence north to Point #4I a point in common with Tax Map 44 Parcel 1 (acreage) and Tax Map 35 Parcel D (Farmington on the Green), thence easterly to a point on the approved Urban Growth Area Limits between Points 14 and 15.

Entire Area

From Point #4, a point being in common with Tax Map 35 ((2)) Parcel 22 and Tax Map 35 Parcel 56D and the northern right-of-way limits of State Route 7 Bypass, thence on a southwesterly bearing along the common property line of Tax Map 35 Parcels 24 and 56E to Point #4A, a point being in common with Tax Map 35 ((12)) Parcel 11D, Tax Map 35 Parcels 24 and

56E and State Route 716, thence along State Route 716 to Point #4B, a point being the intersection of State Route 716 and State Route 7, thence 430 plus or minus feet on an easterly bearing along State Route 7 to Point #4C, a point in common with the northwesterly corner of Tax Map 35 Parcel 85A and State Route 7, thence south along the westerly property line of Tap Map 35 Parcel 85A to Point #4D, the southwesterly corner of Tax Map 35 Parcel 85A, thence along the rear property line of Tax Map 35 Parcels 85 A and 85B to point #4E, a point in common with Tax Map 35 Parcel 85B and Tax Map 35 ((6)) Lot 1B, thence along the rear property lines of Tax Map 35 ((6)) Lots 1B, 1A and 2 to Point #4F, a point in common with Tax Map ((6)) Lot 2 and State Route 782, thence southwest and south along State Route 782 to Point #4G, the southwest corner of Farmington on the Green Subdivision and State Route 782, thence easterly along the southern boundary of Farmington on the Green Subdivision to Point #4H, a point in common with Tax Map 44 Parcel 1 (acreage) and Tax Map 35 Parcel D, (Farmington on the Green), thence north to Point #4I, a point in common with Tax Map 44 Parcel 1 (acreage) and Tax Map 35 Parcel D, thence easterly to Point #14A, a point on the approved Urban Growth Limits between Points 14 and 15.

Limits of Subdivision Legend

- Existing UGA
(Urban Growth Area)
- - - Proposed additional
subdivision control

